UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION

N RE: Andrea	a Nicole Benavides Debtor(s)	999	CASE NO. 18-52638G Chapter 13	
	CH	HAPTER 13 PLAN AND MOVALUATION AND LIEN A	OTIONS FOR VOIDANCE	
		✓ <u>AMENDED</u>		
confi	oppose the Plan's treatment of your rmation no later than fourteen (14) da of the singular word "Debtor" in this P cruptcy Code unless otherwise noted.	ays before the confirmation heari Plan includes the plural where app	ng date.	
The fo	illowing matters may be of particular in	mportance. Debtors must chec	ck one box on each line to state to	whether or not the
<i>Plan i</i> be ine	ncludes each of the following item: ffective if set out later in the Plan.	s. If an item is checked as "Not I 1. Plan Overview		
Plan i be ine	ffective if set out later in the Plan. A limit on the amount of secured claim, set out in Sections 7.8 and 7. payment at all to the secured credit.	Plan Overview aim based on valuation of collate 9, which may result in a partial p	ral for the	
be ine	A limit on the amount of secured claim, set out in Sections 7.8 and 7.	Plan Overview aim based on valuation of collate .9, which may result in a partial poor en or judicial lien or nonpossessor	ral for the lincluded layment or no lincluded	✓ Not included
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Debtor	An	drea Nicole Benavides	Case numb	ner 18-52638G
2.2	Und of th	er this Plan, the Trustee will pay all allowed priority claim be collateral or the amount of the claim, whichever amou	int is provided for in Sections 7	7.7 and 7.8; and approximately
	the	29 % to allowed general unsecured claims. The sp Plan.	ecific treatment for each class	s of creditors is set forth below in
	dist	s Plan does not allow claims. A creditor must file a pributions under the plan as confirmed. Creditors ar al Bankruptcy Rules for the Western District of Texa Division for information on procedures and deadlin	e referred to the Federal Rul as, and the Standing Order f	es of Bankruptcy Procedure, the
2.3	The	aggregate value of Debtor's non-exempt assets is:	\$0.00	
		3. Vesting of E	state Property	
		Upon confirmation of the Plan, all property of the estate estate, and shall not be subject to the automatic stay of case to chapter 7 the property of the Debtor as of the property of the Debtor as o	of § 362; provided however, in the	the event of conversion of this
	☑	Upon confirmation of the Plan, all property of the estate estate, and shall remain subject to the automatic stay of	e SHALL NOT vest in the Debrof § 362.	tor, shall remain property of the
		4. Tax Refunds and	Annual Tax Returns	
4.1	2.000	Refunds.		
		tax refunds received by Debtor (or either Debtor if a join set forth below:	t case) while the chapter 13 ca	ase is pending shall be allocated
	1)	The total amount of the aggregate tax refund(s) receive receipt, be paid and turned over to the Trustee as add base amount of the Plan. The Plan shall be deemed a modification within 21 days of receipt of the tax refund	litional disposable income and modified accordingly, and the	such amount shall increase the
	2)	This \$2,000.00 annual limit shall apply to both joint-de	btor and single-debtor cases;	
	3)	The \$2,000.00 otherwise retained by Debtor must first	be applied to any Plan arrear	ages;
	4)	Notwithstanding subparagraph (1) above, Debtor may payable to the Plan under subparagraph (1) with twen 9014(a) if, at the time of receipt of a refund, Debtor's Function of this Plan. If the Transcored claims within the term of this Plan. If the Transcore period, Debtor may retain that portion of the tax	ity-one (21) day negative notice. Plan provides for the payment rustee does not object within the	of 100% of allowed general
	Th	a Trustee is hereby authorized to endorse a tax refund		yable to Debtor.

The Trustee is hereby authorized to endorse a tax refund check if the check is made payable to Debto

4.2 Annual Tax Returns.

Debtor shall provide a copy of the annual post-petition income tax return to the Trustee if requested to do so or if required to do so pursuant to the Standing Order for Chapter 13 Administration for the division in which this case is pending. If this is a joint case, each Debtor shall comply with this provision if separate returns are filed.

5. Pre-Confirmation Adequate Protection Payments

Pre-confirmation adequate protection payments under § 1326(a)(1) and § 502(b) shall be made as provided below, and pursuant to the Standing Order for Chapter 13 Administration for the division in which this case is pending:

A. All pre-confirmation payments if required by § 1326(c) and proposed below will be made by the Chapter 13 Trustee without further order of the Court. Such payments shall be considered payments pursuant to § 1326(a) and 28 U.S.C. § 586(e).

Upon confirmation of the Plan, the Court approves and awards \$3,600.00 to Debtor's attorney as an adminstrative claim for legal services performed in this case in accordance with the applicable benchmark. Debtor's attorney may file applications for additional award of attorney fees pursuant to the Bankruptcy Code, Local Bankruptcy Rules for the Western District of Texas, and the Standing Order for Chapter 13 Administration for the division in which this case is pending. If additional monies are available, the Trustee may, within his or her discretion, disburse such funds to this class on a pro rata basis. The Trustee shall disburse payments to the attorney as follows:

Debtor's Attorney	Amount of Fee Paid Through the Plan		yment thod:	Additional Provisions	
Malaise Law Firm	\$2,600.00	Ø	Standing Order Other	See special provisions	

7.2 Priority Claims.

All allowed claims entitled to priority under § 507(a), except § 507(a)(2), shall be paid in full in deferred distributions by the Trustee, unless: (1) the holder of a particular claim agrees to a different treatment of such claim; or (2) such claim is provided for under § 1322(a)(4). Unless the Plan provides otherwise, the distributions shall be made by the Trustee. If the Plan identifies a creditor's claim as a priority claim and the creditor files the claim as a general unsecured claim, the claim shall be treated as a general unsecured claim unless otherwise ordered by the Court. If any priority claim is filed for a debt that was either not scheduled or scheduled as a general unsecured claim, the claim shall be allowed as a priority claim unless otherwise ordered by the Court. Allowed priority claim(s) shall be paid without interest, unless otherwise ordered by the Court or unless specifically allowed under § 1322(b)(10) and provided for below.

The amount set forth in the Plan is an estimate and if the actual allowed claim is in a different amount, the amount to be paid pursuant to the Plan shall be the amount due on the allowed claim.

<u>Domestic Support Obligations ("DSO").</u> The Trustee shall pay all pre-petition DSO claims through the Plan unless the Court orders otherwise. Debtor shall pay all DSO payments that accrue post-petition directly to the holder, or the holder's agent, pursuant to the terms of the DSO.

The Trustee shall disburse payments to the following creditors holding priority claims:

Creditor	Description	Est. Claim Amount	Est. Monthly Payment
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If additional monies are available, the Trustee may, within his or her discretion, disburse such funds to this class on a pro rata basis.

7.3 Arrears on Assumed Executory Contracts/Leases/Contracts for Deed.

The Trustee shall disburse payments for arrears to creditors holding assumed executory contracts, leases, and/or contracts for deeds. The amounts listed below by Debtor are estimates. If a creditor files a proof of claim and the claim for arrears or the ongoing monthly payment is in a different amount than stated below, the payments under the Plan shall be based on the creditor's claim unless a different amount is established by court order.

Those creditors holding claims within this class are as follows:

Creditor & Collateral	Arrears & Treatment of Arrears Through the Plan	Amount of Ongoing Monthly Payment Through the Plan
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7.4 Collateral to be Surrendered.

Upon the entry of an order confirming the Plan or an order modifying the Plan, the stay shall automatically terminate with regard to the collateral surrendered. Upon entry of such order, the creditor shall have ninety (90) days from the date of the order to file a claim or amended claim as to any deficiency balance that may remain, and such deficiency balance will be paid as a general unsecured claim. Any such claim is subject to objection.

Debtor surrenders the following collateral:

Collateral	Location of Collateral
	Collateral

7.5 Creditors to be Paid Directly by Debtor (Other Than Mortgage Creditors), by a Third Party, or by a Co-Debtor. [USE ONLY IF THERE IS NO DEFAULT]

Creditors within this class shall retain their liens on the collateral that is security for the claim until the claim has been paid in full as determined by the note and/or applicable non-bankruptcy law.

If certain claims are paid directly by Debtor to creditor, Debtor shall be deemed acting as a disbursing agent under the Plan for payment of such claim. Such payments shall be made in addition to the payments by Debtor to the Trustee and are deemed to be payments made pursuant to the Plan.

The following creditors shall be paid directly by Debtor, a Third Party, or a Co-Debtor:

Creditor / Collateral	Debt Owed	Monthly Payment	Remarks	Identify Payer
Bexar County	\$4,460.00	\$0.00	Annual property taxes	Escrow

1902 Mountain Star

Mortgage Creditors: Ongoing Mortgage Payments and Direct Mortgage Payments on Debtor's Principal Residence. 7.6

Unless the Debtor is current on the mortgage on the petition date, or otherwise provided for under PLAN PROVISIONS 8. Nonstandard Plan Provisions, the Trustee shall pay all post-petition monthly mortgage payments to the mortgagee. Ongoing mortgage payments will be in the amount stated in the allowed proof of claim or pursuant to a Court Order. If Debtor makes a Plan payment that is insufficient for the Trustee to disburse all ongoing mortgage payments required below, the Trustee shall hold plan payments until a sufficient amount is received to make a full ongoing mortgage payment. Debtor shall provide to the Trustee all notices received from Mortgage Creditors including statements, escrow notices, default notifications, and notices concerning changes of the interest rate if a variable rate mortgage. The automatic stay is modified to permit Mortgage Creditors to issue such notices.

The Trustee shall be authorized to make changes to the ongoing monthly mortgage payments based on Notice filed pursuant to Bankruptcy Rule 3002.1(b) and to pay fees, expenses, and charges based on Notice filed pursuant to Bankruptcy Rule 3002.1(c). The Trustee may request that the Debtor file amended Schedules I and J, and the Debtor shall do so on or within thirty (30) days after receiving such a request from the Trustee. If Debtor lacks the disposable income to pay the ongoing mortgage payment, the Trustee may seek dismissal. The Debtor or the Trustee may seek to modify the Plan based on Debtor's current income, Debtor's ongoing mortgage payment obligations, or as otherwise provided in § 1329.

Alternatively, upon the filing by a Mortgage Creditor of a Notice pursuant to Bankruptcy Rule 3002.1(b) or 3002.1(c), the Trustee may file a Notice of Increase of Plan Payment with the Court if the Trustee reasonably believes that, under the circumstances, the increased payment should be Debtor's responsibility. The Trustee shall serve the Notice of Increase of Plan Payment on Debtor and Debtor's counsel. Such circumstances include but are not limited to: (1) increase in the mortgage payment or claim for expense is caused by Debtor's failure to pay tax, insurance or other obligations to the mortgagee that the Debtor was required to pay directly; (2) cases in which the Debtor is paying less than the Debtor's full disposable income because the Debtor has agreed to pay a 100% dividend to general unsecured creditors; and (3) cases where, because of the increase due the Mortgage Creditor, the current Plan would fail to pay fully the amount provided under the Plan to allowed secured, priority, and administrative claims and any required amount to be paid to general unsecured claims under the terms of the confirmed Plan by reason of § 1325(a)(4) or otherwise.

The amount set forth in a Notice of Increase of Plan Payment shall become the modified Plan payment, and the Plan base shall be correspondingly increased. The Debtor must file a motion to modify Plan, supported by amended Schedules I and J as well as income verification, if the Debtor believes there is not, at that time, sufficient disposable income to pay the increased Plan payment or there is otherwise basis to amend the Plan rather than pay the increased Plan payment. The Debtor's motion to modify Plan shall be filed no later than thirty (30) days after Trustee's Notice of Increase in Plan Payment is filed.

It is possible that a change in the ongoing mortgage payment will affect the distribution to the unsecured creditors, and this provision of the Plan shall serve as adequate notice of the possibility.

If Debtor is current as of the petition date and elects to pay the ongoing mortgage directly but subsequently defaults, Debtor should file a motion to modify the Plan within thirty (30) days of receiving notice of the default to provide for the payment of the post-petition mortgage arrears. The future ongoing mortgage payments shall be paid by the Trustee. The motion to modify the Plan must state the name, address, and account number of the Mortgage Creditor to whom payments are to be made; the date the Trustee is to commence the ongoing mortgage payments; and the treatment of the post-petition delinquency including the gap between the date when Debtor modified the Plan and the date on which the Trustee is to commence the ongoing mortgage payments. The Trustee may also file a motion to modify the Plan in the event of a post-petition default.

The Standing Order for Chapter 13 Administration for the division in which this case is pending as to ongoing mortgage payments shall also apply.

For cause shown, Debtor may deviate from the procedures set forth in this provision of the Plan provided that Debtor sets forth cause, with specificity, in <u>PLAN PROVISIONS</u> 8. Nonstandard Plan Provisions. The Trustee and any party in interest may object. Debtor shall have the burden of proving at any hearing on confirmation of the Plan cause for such deviation. Avoidance of administrative fees alone shall not be considered cause.

The amounts set forth below are Debtor's estimate and the allowed claim shall control as to the amounts. Those creditors holding a secured claim with ongoing mortgage payments are as follows:

Creditor	Property Address	Monthly Mortgage Payment	Interest Rate (for informational purposes only)	Payment Due Date (per contract)	Paid By:
Wells Fargo Home Mortgage	1902 Mountain Star	\$983.00	0.00%	1st	✓ Trustee (Conduit)✓ Debtor (Direct)

7.7 Secured Claims: Cure Arrears on Long Term Debt and Mortgage Arrears on Debtor's Principal Residence.

Arrears on long term debt and pre-petition mortgage arrearage claims shall be paid pursuant to the payment schedule set forth below. Upon discharge, if the pre-petition arrears and the post-petition ongoing payments are current on Debtor's Principal Residence, the default will be deemed cured and the note reinstated according to its original terms, including the retention of any security interest. The pre-petition arrears set forth below is an estimate only and the Trustee shall pay the pre-petition arrears based on the proof of claim as filed by the creditor, unless a different amount is allowed pursuant to a court order.

If there are insufficient funds to pay the monthly payment to claims within this class, creditors in this class shall be paid on a pro rata basis. If additional monies are available, the Trustee may, within his or her discretion, disburse such funds to this class on a pro rata basis.

The following secured creditors hold claims for arrears in this class:

Creditor	Collateral Description	Estimated Arrearage	Monthly Payment or Method of Distribution	Interest Rate (If applicable)	Remarks
Wells Fargo Home	1902 Mountain Star, San Antonio, Texas 78251	\$34,848.20	Pro-Rata	0.00%	Includes 12/18 pmt

7.8 Secured Claims: Treatment of Claim and Motion to Value Collateral Pursuant to § 506; and 910 Day Claims/1 Year Claims.

Creditors within this class shall retain their liens on the collateral that is security for their claims until the earlier of: (1) the date the underlying debt, as determined by non-bankruptcy law, has been paid in full; or (2) the date discharge is entered under § 1328. If the case is dismissed or converted without completion of all Plan payments, the liens shall be retained by the creditors pursuant to applicable non-bankruptcy law.

Debtor moves to value the collateral described below in the amounts indicated. The values as stated below represent the fair market value of the collateral pursuant to § 506(a)(2). Objections to the valuation of collateral proposed by this Motion and the Plan must be filed no later than fourteen (14) days before the confirmation hearing date. If no timely objection is filed, the relief requested may be granted in conjunction with the confirmation of the Plan.

The Trustee shall pay the allowed secured claims, which require the filing of a proof of claim, to the extent of the value of the collateral or the full payment of the claim as specified below, plus interest thereon at the rate specified in this Plan.

Failure of the secured creditor to object will be deemed acceptance of the plan under § 1325(a)(5)(A). Except for secured claims for which provision is made to pay the full amount of the claim notwithstanding the value of the collateral, the portion of any allowed claim that exceeds the value of the collateral shall be treated as an unsecured claim under Section 7.11 below.

Creditor / Collateral Description	Amount of Debt (Est)	Fair Market Value	Interest Rate	Equal Monthly Payment	Unsecured Claim	910 Claim? ***
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^{***} Debtor indicates, by notation () that the collateral which secures the claim was purchased within 910 days if a vehicle or within 1 year if personal property pursuant to § 1325(a) (hanging paragraph).

If additional monies are available, the Trustee may, within his or her discretion, disburse such funds to this class on a pro rata basis.

If any secured proof of claim is timely filed for a debt that was either not scheduled or scheduled as unsecured, the claim shall be allowed as secured unless otherwise ordered by the Court. Said claim shall be paid under the Plan with interest at 6.5 % per annum and shall be paid on a pro rata basis as funds become available after payment of any fixed equal monthly payments payable to other secured creditors listed above.

7.9 Wholly Unsecured Claims.

NOTICE OF DEBTOR'S INTENTION TO STRIP A WHOLLY UNSECURED LIEN

Debtor proposes a Chapter 13 plan that strips your lien secured by real property to a wholly unsecured claim. The Plan alleges that the value of the real property is less than the amount owed on all liens that are senior in priority to your lien. Your claim will receive no distributions as a secured claim but will receive distributions as a general unsecured claim.

If you disagree with the treatment proposed by the Plan that will terminate your lien and that will pay your claim as a general unsecured claim, you must file an objection to the Plan no later than fourteen (14) days before the confirmation hearing date. If you fail to object, the Bankruptcy Court may approve the Plan without further notice.

Upon entry of a Discharge Order, the holder of the lien is required to execute and record a full and unequivocal release of its liens, encumbrances and security interests secured by the real property and to provide a copy of the release to the Trustee, Debtor, and Debtor's counsel. Notwithstanding the foregoing, the holder of a lien that secures post-petition homeowners' association fees and assessments will be allowed to retain its lien, but only to secure (i) post-petition assessments; and (ii) other post-petition amounts, such as legal fees, if such post-petition amounts are incurred with respect to post-petition fees and assessments, and are approved by the Court, if incurred during the pendency of the bankruptcy case.

This provision does not apply if a secured creditor does not file a proof of claim.

Notice of this Plan provision must be provided by the Debtor to the secured creditor in accordance with Fed. R. Bankr. P. 7004.

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Andrea Nicole Benavides

Case number 18-52638G

The following claims shall be paid as a general unsecured claim as there is no equity in the collateral to secure the claim.

If the case is dismissed or converted without completion of all Plan payments, the liens shall be retained by the creditors pursuant to applicable non-bankruptcy law.

Those creditors holding secured claims that are wholly unsecured and are within this class are as follows:

Creditor	Collateral	Fair Market Value	Amount of Senior Lien(s)

7.10 Motions to Avoid Lien Pursuant to § 522(f).

The Bankruptcy Code allows certain liens to be avoided. If a lien is avoided, the creditor's claim, to the extent allowed, will be treated as a general unsecured claim under Section 7.11. The amount of the debt set forth in the Plan is Debtor's estimate and if the actual allowed claim is in a different amount, the unsecured amount to be treated pursuant to the Plan shall be the amount due on the allowed claim.

If the case is dismissed or converted without completion of all Plan payments, the liens shall be retained by the creditors pursuant to applicable non-bankruptcy law.

Debtor moves under § 522(f) to avoid the following liens that impair exemptions. Objections to this treatment must be filed no later than fourteen (14) days before the confirmation hearing date. If no timely objection is filed, the relief requested may be granted in conjunction with the confirmation of the Plan. (Debtor must list the specific exempt property that the lien impairs and the basis of the lien--e.g. judicial lien, non-PMSI, etc.).

Creditor	Property Subject to Lien	Lien Amount to be Avoided	Secured Amount Remaining	Type of Lien
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7.11 General Unsecured Claims.

Creditors within this class hold general unsecured claims that are not otherwise provided for in the Plan, including but not limited to creditors' unsecured claims arising by reason of lien avoidance or lien strip, rejection of executory contracts or leases, or bifurcation of a claim. Payments to holders of allowed claims within this class shall be disbursed on a pro rata basis and shall be disbursed after payment of other creditors. The amounts set forth as unsecured claims in Debtor's schedules are estimates only, and payments to holders of allowed general unsecured claims shall be based upon allowed claim amounts.

Certificate of Service

Debtor shall be responsible for service of the Plan on the Trustee and all parties in interest.

Joint Debtor

IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION

IN RE:	§	CASE NO. 18-52638G
Andrea Nicole Benavides	§	
DEBTOR(S)	8	CHAPTER 13

CERTIFICATE OF SERVICE

Andrea Nicole Benavides 1902 Mountain Star San Antonio, TX 78251

Mary K. Viegelahn 10500 Heritage Blv., Ste 201 San Antonio TX, 78216

U.S. Trustee 615 E Houston, Rm 533 San Antonio, TX 78205

> J. Todd Malaise David C. Werner

Steven G Cennamo

Label Matrix for local noticing 0542-5 Case 18-52638-cag Western District of Texas San Antonio Wed Jan 16 14:21:05 CST 2019 Attorney General of the US Department of Justice 950 Pennsylvania Ave. NW Washington, DC 20530-0009

Bonial & Associataes, PC 14841 Dallas Parkway, Suite 425 Dallas, TX 75254-8067

PCS Legal Group PO Box 41200 Olympia, WA 98504-1200

Seventh Ave 1112 7th Ave Monroe, WI 53566-1364

Transworld Sys Inc/79 PO Box 15943 Wilmington, DE 19850-5943

US Attorney's Office 601 NW Loop 410, Ste 600 San Antonio, TX 78216-5597

VA Regional Office Office of District Counsel 2515 Murworth Drive Houston, TX 77054-1603

Wells Fargo Bank, N.A. Default Document Processing N9286-01Y 1000 Blue Gentian Road Eagan, MN 55121-7700

World Finance Corp. c/o World Acceptance Cor Attn: Bankruptcy Processing Center PO Box 6429 Greenville, SC 29606-6429 U.S. BANKRUPTCY COURT 615 E. HOUSTON STREET, ROOM 597 SAN ANTONIO, TX 78205-2055

Bexar County c/o Bradley S. Balderrama 711 Navarro, Suite 300 San Antonio, TX 78205-1749

Dept Of Ed/Nelnet Attn: Claims PO Box 82505 Lincoln, NE 68501-2505

PRA Receivables Management, LLC PO Box 41021 Norfolk, VA 23541-1021

Stoneberry c/o Creditors Bankruptcy Service P.O. Box 800849 Dallas, TX 75380-0849

Transworld Sys Inc/926 507 Prudential Rd Horsham, PA 19044-2308

US Department of Education c/o Nelnet 121 South 13th Street, Suite 201 Lincoln, NE 68508-1911

Victor Cervantes 1411 S. San Ignacio San Antonio, TX 78237-2769

Wells Fargo Home Mortgage
Written Correspondence Resolutions
MAC#X2302-04E PO Box 10335
Des Moines, IA 50306-0335

Andrea Nicole Benavides 1902 Mountain Star San Antonio, TX 78251-4146 Ad Astra Recovery 8918 W 21st St N Suite 200 Mailbox 303 Wichita, KS 67205-1885

Bexar County c/o Don Stecker Linebarger Goggan Blair & Sampson 711 Navarro, Ste. 300 San Antonio, TX 78205-1749

Internal Revenue Service P.O. Box 7346 Philadelphia, PA 19101-7346

River City FCU 610 Augusta San Antonio, TX 78215-1902

Texas Guaranteed Student Loan Corp dba Trellis Company PO BOX 83100 Round Rock TX 78683-3100

Tx Guar Std TG/Attn. Bankruptcy Department PO Box 659602 San Antonio, TX 78265-9602

United States Trustee - SA12 US Trustee's Office 615 E Houston, Suite 533 PO Box 1539 San Antonio, TX 78295-1539

Wachovia Mortgage/World Savings and Loan Attn: Bankruptcy Dept. (T7419-015) PO Box 659558 San Antonio, TX 78265

World Acceptance Corp 8802 Marbach Rd Ste 104 San Antonio, TX 78227-2355

J. Todd Malaise 909 NE Loop 410, Suite 300 San Antonio, TX 78209-1315 J. Todd Malaise03 Malaise Law Firm 909 NE Loop 410, Suite 300 San Antonio, TX 78209-1315 Mary K Viegelahn Chapter 13 Trustee 10500 Heritage Blvd Suite 201 San Antonio, TX 78216-3631 End of Label Matrix Mailable recipients Bypassed recipients Total

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